

LEASE AGREEMENT  
BETWEEN  
MONTGOMERY COUNTY, MARYLAND  
AND  
K.H.I. SERVICES, INC.

DATE: 1/31/97

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## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), made this 31<sup>st</sup> day of January, 1997, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and K.H.I. SERVICES, INC. (hereinafter referred to as "Lessee").

### WITNESSETH:

In consideration of the covenants hereinafter contained, and for other good and valuable consideration as hereinafter provided, the parties hereto mutually agree as follows:

1. PREMISES: Lessor does hereby lease and demise unto Lessee the premises known as 175 Watts Branch Parkway, Rockville, Maryland 20850. The Leased Premises shall include the improvement and contiguous grounds, walkways and parking area, as outlined in red on Exhibit A attached hereto and made a part hereof.
2. TERM: The term hereby created shall be three (3 ) years, commencing February 1, 1997, and expiring at midnight on January 31, 2000 subject to the provisions of Section 3 herein.
3. EARLY TERMINATION: It is agreed between the parties that this lease may be terminated at any time during the lease term or any extension thereof by either party giving, one to the other, not less than two (2) months' written notice in advance of the early termination date. Furthermore, upon termination of the Service Contract attached hereto as Exhibit B, this Lease Agreement shall automatically terminate, simultaneous therewith. Notice of any early termination of the Service Contract shall be given by Lessee to Lessor as detailed in Paragraph 31 hereof. Lessor is under no obligation to provide alternative space for Lessee.
4. CONSIDERATION: In consideration for the rights and obligations provided for herein by and among the parties hereto, it shall be the Lessee's obligation to keep the Leased Premises in neat and habitable condition, to maintain them in a good state of repair, and to perform routine grounds keeping duties as set forth in paragraph 11(B) below. The Lessor does hereby lease the Leased Premises to the Lessee for the monetary consideration of ten dollars per year, payable within 30 days of the commencement of the lease year.

5. USE OF PREMISES: Lessee covenants and agrees that the Leased Premises shall be used only for provision of a group home for adolescent males, 13 to 18 years old, from the juvenile justice and/or social service systems with histories of substance abuse, and/or serious emotional problems. Lessee agrees to ensure compliance with all licensing requirements regulating the use of the Leased Premises herein described. Lessee shall be responsible for obtaining Use and Occupancy Permit in the Lessee's name from the proper County authorities. Lessee will use and occupy the Leased Premises continuously during the term hereof for no purpose other than the use stated hereinabove.

6. PARKING: Lessee agrees to keep the parking area litter free and neat in appearance and well-maintained. Lessee shall also be responsible for snow and ice removal from the parking area.

7. ASSIGNMENT AND SUBLEASING: Lessee shall not be entitled to and shall not assign this Lease or sublease all or any part of the Leased Premises.

8. CONDITION OF PREMISES: The Leased Premises are conveyed to Lessee and Lessee accepts the Leased Premises in "as is" condition. Lessee agrees to maintain the Leased Premises in good condition and state of repair and free of clutter throughout the term of this Agreement. Lessee is responsible for any damage to the structure, grounds or contents of the building belonging to Lessor due to the willful or negligent acts of Lessee, Lessee's employees, patrons or agents. In the event of such damage, Lessee shall make the necessary repairs or replacement to the satisfaction of the Lessor. Lessee acknowledges and agrees that at the end of the lease term, the Leased Premises shall be returned to the Lessor in the same condition as they were when Lessee accepted premises reasonable wear and tear excepted.

9. ALTERATIONS AND IMPROVEMENTS:

- A. Lessee shall not undertake any alterations, changes or improvements to the Leased Premises without the prior written consent of the Lessor. Once Lessor's consent has been obtained, Lessee shall be responsible for the acquisition of any and all necessary permits and for the observance of all building and zoning ordinances and regulations then in effect. Failure to adhere to any previously approved plans, applicable ordinances or regulations shall be deemed to be a breach of this Lease.

B. Lessor's Approval and Inspection: In order to secure Lessor's approval of any structural alterations or improvements, Lessee shall submit to Lessor plans and specifications clearly setting forth the work to be performed. Lessor shall respond in writing within 45 days from receipt of plans and specifications. Lessor shall inspect the premises upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not satisfactory to Lessor, Lessee shall undertake any necessary corrections, at Lessee's risk and expense.

10. LIENS: Lessee shall not do or suffer anything to be done whereby the Leased Premises shall be encumbered by any lien, including mechanic's liens. Lessee expressly covenants and agrees that it will, during the term hereof, within 60 days after the filing thereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon the Leased Premises or any portion thereof by reason of or any act or omission on the part of Lessee, and hereby expressly agrees to save and hold harmless the Lessor from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said Leased Premises, and shall not be thus released within said sixty (60) day period, Lessor, in its sole discretion (but nothing herein contained shall be construed as requiring it so to do), may pay and discharge the said lien and relieve the said Leased Premises from any such lien, and Lessee agrees to pay and reimburse Lessor upon demand for or on account of any expense which may be incurred by Lessor in discharging such lien or claim.

11. SERVICES AND OPERATING EXPENSES:

- A. By Lessor: Lessor agrees to provide within the Leased Premises, at Lessor's sole cost and expense the following:
- i. All repairs costing in excess of THREE HUNDRED and NO/100 (\$300.00) DOLLARS per repair.
  - ii. Repair or replacement of HVAC and electrical systems.
  - iii. Major structural repairs.
  - iv. Maintenance and repair to the exterior of the Leased Premises including painting, roofing and gutters, except gutter cleaning.
  - v. Replacement of major appliances when Lessor has determined such appliances have deteriorated due to normal usage.

- vi. Initial installation of fire extinguisher.
- vii. Utilities, including electric, gas, fuel oil and water.

B. By Lessee: Lessee agrees to pay the first THREE HUNDRED AND NO/100 (\$300.00) DOLLARS in each instance for each and every repair within the Leased Premises, at Lessee's sole cost and expense, including but not limited to all repairs, except those set forth as Lessor's responsibility in Paragraph 11(A) herein. A summary of such repairs shall be transmitted quarterly to the Department of Public Works and Transportation, Division of Facilities and Services, 110 North Washington Street, Room 318, Rockville, Maryland 20850.

C. Lessee, at Lessee's sole cost and expense, shall provide the following:

- i. General maintenance, including but not limited to: interior painting; changing filters in HVAC equipment; window cleaning; lawn maintenance including grass mowing; general grounds keeping including mulching, trimming of shrubbery and trees; snow and ice removal from sidewalks adjacent to the Leased Premises, from parking areas and driveway; gutter cleaning and light bulb replacement. Lessee shall not proceed with any painting or use any unusual or hazardous materials in the performance of these requirements without prior consent of the Lessor.
- ii. All appliance repair and maintenance. All appliances shall be in operating condition as of the commencement date of the Lease Agreement.
- iii. Appliance replacement when, in Lessor's sole judgement, replacement is necessary due to abuse, misuse, or negligence on the part of Lessee, its employees, patrons or agents. All appliances shall be approved by Lessor prior to their installation.
- iv. Telephone service.
- v. All custodial services.
- vi. Refuse removal and pest control.
- vii. Fire Extinguisher service and replacement, as necessary.
- viii. Painting of the interior of the Leased Premises at least once every three (3) years during the term of this Lease and any renewal

thereof or at such other less frequent intervals as may be specified by Lessor.

- ix. Notwithstanding the obligations of the Lessor regarding certain maintenance, Lessee will be responsible for damage to the structure, grounds or contents of the Leased Premises due to the willful or negligent acts of Lessee, Lessee's employees, patrons, residents, or agents. In the event of such damage, the Lessee shall immediately make the necessary repairs or replacement to the satisfaction of the Lessor, at Lessee's sole cost and expense.

12. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the building is delivered to Lessee, shall remain with the building and shall be delivered to Lessee along with the building. Plumbing, electrical and heating fixtures and all other fixtures, except trade fixtures, installed by the Lessee shall remain in the premises at end of term. All items installed within the Leased Premises at Lessee's expense shall remain the property of Lessee and shall be removed by Lessee at the expiration or other termination of this Lease. Lessee shall, however, repair any damage caused by reason of said removal. Any personal property remaining within the Leased Premises after termination of the Lease shall become property of the Lessor. The Lessor shall dispose of any such property in the manner it deems appropriate.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Lessee agrees to obtain and maintain, during the full term of this Lease, a policy of liability insurance with minimum bodily injury limits of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS for an accident or death to one person, and ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS for each occurrence, and property damage limits of at least ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS for each occurrence, issued by an insurance company licensed in the State of Maryland and acceptable to Lessor.
- B. Lessee agrees to obtain and maintain, during the term of this Lease, a policy of Fire, Extended Coverage and Vandalism insurance on the Leased Premises with minimum limits of at least ONE HUNDRED

THOUSAND AND NO/100 (\$100,000.00) DOLLARS for each occurrence.

- C. Lessee is responsible for fire, theft and vandalism insurance on the contents of the Leased Premises.
- D. Lessor shall maintain Lessor's normal fire and liability insurance on the Leased Premises. Lessor reserves the right to self-insure. Lessor and Lessee agree to waive any right of subrogation against each other.
- E. Lessee shall, within thirty (30) days from execution of this Lease, deliver to Lessor the required policies or certificates of insurance, evidencing the coverage hereinabove stated and naming Lessor as an additional insured or loss payee. Lessee has the obligation, without notice, to assure that Lessor always has a valid unexpired Certificate of Insurance.

14. HOLD HARMLESS: Lessee agrees to hold harmless and defend the Lessor from and against any and all claims of liability, actions, damages and expenses arising out of or related to Lessee's use or possession of the premises occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, except such claims as may be occasioned by the negligent acts or omissions of the Lessor, the Lessor's employees, agents and contractors. Lessee further specifically agrees to hold Lessor harmless and defend Lessor from and against any claim of public liability made in connection with any construction or installation of equipment performed by Lessee, its agents, employees or contractors, within the Leased Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described, or such construction or installation of equipment shall have been approved by Lessor.

15. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees as follows:
- A. Lessee shall not keep gasoline or other flammable material or any explosive within the Leased Premises which will increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Paragraph 5 hereof. Any such increase in the insurance rate due to the above, or due to Lessee's special operations within the Leased Premises, shall be borne by Lessee. Lessee shall not willfully do any act or thing in or about the

Leased Premises which may make void or voidable any insurance on the Leased Premises, and Lessee agrees to conform to all rules and regulations established from time to time by the Lessor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

- B. Lessee shall not use or allow the Leased Premises or any part thereof to be used for any illegal, unlawful or improper purpose or for any act or thing that may be a nuisance, annoyance, inconvenience, or cause damage to the Leased Premises, adjacent properties or the adjacent neighborhood.
- C. Lessee shall not place upon the Leased Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by Lessor.
- D. Lessee acknowledges that all responsibilities of Lessee relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Lessee's agents, employees, patrons and residents.
- E. Lessee shall not have pets in or about the Leased Premises.
- F. Lessee shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may be from time to time promulgated by Lessor, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not unreasonably interfere with or prevent the intended uses of the demised premises as set forth in this Lease.
- G. Lessee acknowledges that all glass is in good condition at time of occupancy and Lessee will be responsible for the breakage of all glass in the said Premises, and agrees to replace the same without delay regardless of how the same was broken. Lessee further acknowledges that all appliances and equipment are in working order.



- H. Lessee shall maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures and other fixtures, machinery, and equipment including without limitation attached floor coverings, hanging cabinets, railings, screens, screen and storm doors, glass, storm shutters, awnings, water heaters, bathtubs, sinks, water closets, water basins, drinking fountains, faucets, etc., installed in or attached to the demised Premises. Lessee further agrees to paint the interior of the Leased Premises at least once every three years during the term of this Lease and any renewal thereof or at such other less frequent intervals as may be specified by Lessor.
- I. Lessee shall ensure that all entrance doors and windows in the Leased Premises shall be closed and locked when said Premises are not in use. Further, Lessee before closing and leaving the premises at any time, shall close all windows and doors and secure the premises. No additional locks or bolts of any kind shall be placed upon any of the entrance or interior doors or windows by Lessee nor shall any changes be made in existing locks or the mechanisms thereof without prior written approval of Lessor and in the event of an approved change, shall provide Lessor with keys to the facility. Lessee shall, upon the termination of its tenancy, restore to the Lessor all keys of the building, offices, and bathrooms, either furnished to, or otherwise procured by, the Lessee, and in the event of the loss of any keys so furnished the Lessee shall pay to the Lessor the cost thereof.
- J. Lessee will establish an appropriate fire evacuation plan and hold fire drills as required. All occupants of the Leased Premises will be trained regarding the safe and proper operation of all appliances in the Leased Premises.
- K. Lessee shall monitor fuel oil consumption, septic system, and other utility-related items. In the event such monitoring indicates that corrective action is necessary, this shall be reported to Division of Facilities and Services in a timely manner.

- L. Lessee will conserve energy, institute an energy conservation program, and keep heating and cooling temperature levels set within reasonable ranges determined by Lessor from time to time.

16. DESTRUCTION OF PREMISES:

- A. In the event of damage to or destruction of the Leased Premises or any part thereof by fire, storm, flood or other casualty which does not require Lessee to suspend entirely its business, Lessor shall, as soon as practicable after said damage or destruction, repair and restore the premises to the condition they were in immediately prior to said damage or destruction. Should such damage or destruction of said premises or any substantial part thereof render the Leased Premises wholly untenable, Lessor will promptly begin and diligently pursue the repairing, restoration and rebuilding of the Leased Premises as nearly as possible to the condition they were in immediately prior to such damage or destruction or with such changes or alterations as Lessor and Lessee may determine; or Lessor and Lessee, at either's election, may terminate this Lease and the tenancy hereby created by giving the other, within thirty (30) days following the date of such occurrence, written notice of the election to terminate, and in the event of such termination, rent shall be adjusted as of the date of the casualty.
- B. In the event of damage to or destruction of fifty percent (50%) or more of the building of which the Leased Premises are a part, Lessor may elect not to restore the said building and this Lease shall automatically terminate and the parties shall be discharged from all responsibilities thereafter arising under this Lease.

17. DEFAULT:

- A. Lessee shall be considered in default of this Lease upon the occurrence of any of the following:
  - i. Failure to perform under any term, covenant or condition of this Lease or the Service contract attached hereto as Exhibit B.
  - ii. The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property.

- iii. The making of any assignment for the benefit of Lessee's creditors.
- iv. The abandonment of the Leased Premises by Lessee.

B. In the event that the Lessee shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from the Lessor (or such period as may be reasonably required to correct the default with exercise of due diligence), then and in every such case thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland, and Lessor shall be entitled to any other remedy which is provided by law.

18. EMINENT DOMAIN:

- A. Lessee hereby assigns any condemnation award to Lessor for which Lessee may be entitled as to its leasehold interest. In the event that the Leased Premises shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain or sold under threat thereof, Lessee shall not be entitled to recover from Montgomery County any capital expenditures for improvements and betterments made by Lessee to the Leased Premises at the Lessee's expense.
- B. Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against any authority other than Montgomery County exercising the power of eminent domain, such sums to which the Lessee may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the Lessor's award.

19. ACCESS: Lessee shall allow Lessor and Lessor's employees or agents to have access to the Leased Premises at all reasonable times for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by Lessor, or which Lessor considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Leased Premises.

20. SURRENDER OF POSSESSION: Lessee covenants and agrees that, at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of Lessor, and to yield up to Lessor the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures belonging to Lessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted. Lessee will pay for all damages to the Leased Premises, its fixtures, and appurtenances, as well as all damages sustained by Lessee or occupants of the Leased Premises due to any waste, misuse, or neglect of said Premises, its fixtures, and appurtenances, by said Lessee, its employees, or any other person or persons upon the premises by Lessee's permission.

21. HOLDOVER: In the event that the Lessee shall continue to occupy the Leased Premises or any part thereof after the conclusion of the term of this Lease and any renewal thereof, with prior written authorization of Lessor the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both parties shall continue to observe all agreements and covenants contained in this Lease.

22. NOTICE OF ACCIDENTS, DEFECTS OR DAMAGES: Lessee shall give to Lessor prompt verbal notice of accidents in or damages to the Leased Premises, and, within twenty-four (24) hours, Lessee shall follow-up with a detailed written report of such accidents or damages.

23. QUIET POSSESSION: Lessor covenants and agrees that, if Lessee shall perform all the covenants, conditions, and agreements herein contained to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes leased without hindrance from any person or persons whomsoever.

24. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee, at Lessee's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, municipality in which Leased Premises are located, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. The foregoing shall not be construed to preclude

the Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Lessee shall continue to fully comply with the provisions of this paragraph pending the outcome of the Lessee's efforts.

25. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective successors, assignees or representatives.

26. DISPUTES: Lessor and Lessee agree that any dispute arising under this Lease which is not resolved by agreement of the parties shall be decided by the Chief Administrative Officer of Montgomery County, who shall notify the parties in writing of the determination made. The Lessee and Lessor shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Lessee and Lessor shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer shall be final and conclusive. .

27. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

28. NON-DISCRIMINATION: Tenant agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Tenant assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or handicap.

29. CONTRACT SOLICITATION: Lessee represents that Lessee has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by Lessee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

30. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections 11B-52 and Chapter 19A of the Montgomery County Code 1994, as amended, it is

unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

31. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective parties shall be addressed as follows:

LESSEE:  
K.H.I. SERVICES, INC.  
11600 Nebel Street  
Suite 126  
Rockville, Maryland 20910

LESSOR:  
MONTGOMERY COUNTY, MARYLAND  
Division of Facilities & Services  
Office of Real Estate Management  
110 N. Washington St., Suite 318  
Rockville, Maryland 20850

32. RESIDENT AGENT: The Resident Agent for the Lessee is Judith S. Bresler and its address for receipt of notices and service of process is 255 N. Washington St., Suite 505, Rockville, Md. 20850. Lessee shall immediately notify Lessor of any change in resident agent or address as provided herein.

33. PROHIBITION OF HAZARDOUS SUBSTANCES: The Lessee agrees not to store or bring hazardous substances onto the premises. The Lessee shall be responsible for and shall indemnify and defend Lessor against any and all claims of any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Lessee, its agents, contractors, employees or guests.

34. NON-APPROPRIATION: This Lease shall terminate automatically on July 1 of any year for which the County, for whatever reason does not appropriate funds to pay Lessor's obligations as herein stated. Lessor shall give Lessee at least thirty (30) days written notice of the lack of appropriation. The Lessee shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

35. AMERICAN DISABILITIES ACT REQUIREMENTS: Lessor and Lessee agree that any future modifications made to the Leased Premises shall be made in conformance with ADA requirements.

36. NON-RESIDENTIAL LEASE: This Lease is not a residential Lease.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

WITNESS:

LESSOR:  
MONTGOMERY COUNTY,  
MARYLAND

By: Bethanne Nesbitt

By: [Signature]  
GORDON AOYAGI, SENIOR ASSISTANT  
CHIEF ADMINISTRATIVE OFFICER

Date: 2/13/97

WITNESS:

LESSEE:  
K.H.I. SERVICES, INC.

By: \_\_\_\_\_

By: [Signature]

Title: Executive Director

Date: 1/31/97

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

RECOMMENDED

By: [Signature]  
REY JUNQUERA, LEASING MANAGER  
DIVISION OF FACILITIES AND SERVICES

Date: 1/27/97

Date: 2/6/97

DISK4\175WATTS.LSE





COPY

Amendment # 5  
Contract # 21568AA

This Amendment is between Montgomery County, Maryland (the County) and KHI SERVICES, INC., 11600 Nebel Street, Rockville, Maryland 20852 (the Contractor).

BACKGROUND

1. The parties entered into Contract # 21568AA on August 28, 1992.
2. The present contract expiration date is November 30, 1996.
3. The purpose of this Contract is to provide a specialized group home for adolescent males.
4. The purpose of the Amendment is to extend the contract expiration date.

CHANGES

1. The Contract expiration date is extended through <sup>May 31,</sup> ~~February 28,~~ 1997. If the County executes a new contract covering the services provided under this Contract, the County may, at no cost to the County, terminate this Contract upon ten days written notice. (KLB)

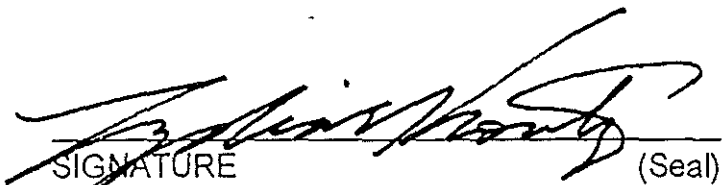
EFFECT

1. Existing contract terms remain in effect unless specifically changed by this Amendment.
2. This amendment is <sup>effective December 1, 1996 through May 31, 1997.</sup> ~~entered into prior to the expiration date of the contract term.~~
3. This amendment is <sup>effective December 1, 1996</sup> ~~entered into on the date of signature~~ by the Director, Office of Procurement.
4. No goods or services are to be provided pursuant to this amendment until it is signed by the Director, Office of Procurement.

Amendment # 5  
Contract # 21568AA  
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SIGNATURES

KHI SERVICES, INC.

  
SIGNATURE (Seal)

Typed Lydia E. Koutze

Title Executive Director

Date 11/26/96

I hereby affirm that the above named person is  
a corporate officer and empowered to sign  
contractual agreements for the corporation.

Signed \_\_\_\_\_

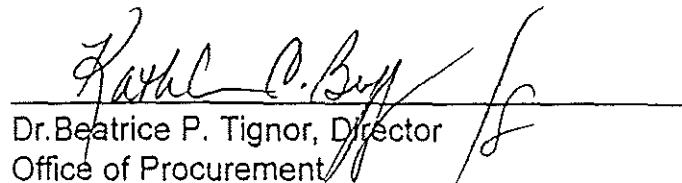
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Title \_\_\_\_\_

Date \_\_\_\_\_

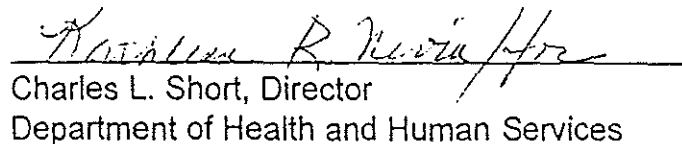
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MONTGOMERY COUNTY, MARYLAND

  
Dr. Beatrice P. Tignor, Director  
Office of Procurement

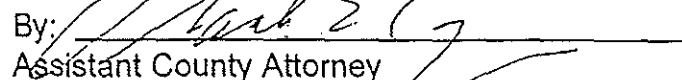
Date 12/5/96

RECOMMENDED

  
Charles L. Short, Director  
Department of Health and Human Services

Date 11/21/96

APPROVED AS TO FORM AND LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By:   
Assistant County Attorney

Date 11/22/96

